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October 23, 2006

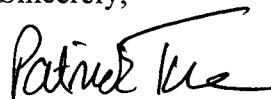
The Honorable Charles Terreni
Chief Clerk of the Commission
Public Service Commission of South Carolina
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Joint Petition for Arbitration of NewSouth Communications Corp., NuVox Communications, Inc., KMC Telecom V, Inc., KMC Telecom III LLC, and Xspedius [Affiliates] an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Communications Act of 1934, as Amended
Docket No. 2005-57-C

Dear Mr. Terreni:

Enclosed for filing are the original and one (1) copy of BellSouth Telecommunications, Inc.'s Motion for Reconsideration in the above-referenced matter. By copy of this letter, I am serving all parties of record with a copy of this document as indicated on the attached Certificate of Service.

Sincerely,



Patrick W. Turner

PWT/nml
Enclosure
cc: All Parties of Record
DMS # 654700

**THIS DOCUMENT IS AN EXACT DUPLICATE OF THE E-FILED COPY
SUBMITTED TO THE COMMISSISON IN ACCORDANCE WITH ITS
ELECTRONIC FILING INSTRUCTIONS.**

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

In the Matter of)	
)	
Joint Petition for Arbitration of)	
)	
NewSouth Communications, Corp.,)	Docket No. 2005-57-C
NuVox Communications, Inc.)	
KMC Telecom V, Inc., KMC Telecom III LLC, and)	
Xspedius Communications, LLC on Behalf of its)	
Operating Subsidiaries Xspedius Management Co.)	
Switched Services, LLC and Xspedius Management Co. of)	
Charleston, LLC, Xspedius Management Co. of Columbia,)	
LLC, Xspedius Management Co. Of Greenville,)	
LLC, and Xspedius Management Co. of Spartanburg, LLC)	
)	
Of an Interconnection Agreement with)	
BellSouth Telecommunications, Inc.)	
Pursuant to Section 252(b) of the)	
Communications Act of 1934, as Amended)	
)	

BELLSOUTH TELECOMMUNICATIONS, INC.’s
MOTION FOR RECONSIDERATION

Pursuant to S.C. Code Ann. §58-9-1200, BellSouth Telecommunications, Inc. (“BellSouth”) respectfully requests that the Public Service Commission of South Carolina (“Commission”) reconsider its decision on Issue 101 in its *Order Ruling on Arbitration* (“Order”) dated October 11, 2006. BellSouth respectfully submits that the facts set forth below would support a revised ruling on Issue 101. If the Commission agrees, BellSouth respectfully requests that the Commission establish a two-months’ maximum security deposit cap for the Joint Petitioners.¹

¹ The term “Joint Petitioners” refers collectively to Xspedius Communications, LLC (“Xspedius”) and NewSouth Communications Corp. (“NewSouth”), which during the course of

REASONS SUPPORTING BELL SOUTH'S REQUEST

In its *Order*, the Commission required the parties to include in their interconnection agreement the maximum security deposit provision contained in the BellSouth/ITC^DeltaCom interconnection agreement.² The Commission found that "BellSouth's financial risk is properly addressed by the maximum deposit provision already agreed to with ITC^DeltaCom."³ BellSouth respectfully requests that the Commission reconsider its ruling given the fact that BellSouth's interconnection agreement with ITC^DeltaCom contains several significant financial criteria-related terms that are not contained in the Joint Petitioners' interconnection agreement.⁴

Attachment A to this Motion (which is a copy of Exhibit KKB-9 to BellSouth witness Kathy Blake's rebuttal testimony) sets forth the payment and deposit provisions agreed to between BellSouth and ITC^Deltacom. Among the financial criteria included in those provisions are the following:

If ITC^DeltaCom fails to comply with all financial maintenance covenants, and fails to either cure said default, or to demonstrate that there is no default, within three (3) business days, BellSouth may secure ITC^DeltaCom's accounts pursuant to Section 1.11.9.⁵

this proceeding merged with NuVox Communications, Inc. ("NuVox"), with the surviving entity being NuVox. Originally, KMC Telecom V, Inc. and KMC Telecom III, LLC also were parties to this arbitration proceeding. However, on May 27, 2005, the KMC entities withdrew their petition for arbitration, and the Commission subsequently accepted KMC's withdrawal with prejudice. (SC Tr. at 12-13). Thus, the KMC entities are no longer parties to this proceeding.

² *Order* at 28.

³ *Id.*

⁴ The Joint Petitioners' payment and deposit provisions (i.e. Attachment 7) was filed as an exhibit to the Joint Petitioners' arbitration petition filed on March 11, 2005 (Attachment 7, "2-16-05 DRAFT", sections 1.8 through 1.8.10).

⁵ ITC^DeltaCom Attachment 7, section 1.11.6.1.2

Among other things, Section 1.11.9.1 requires the immediate payment of undisputed amounts and an obligation to pay charges for future services on an accelerated basis (within 15 days of bill/invoice).⁶

ITC^DeltaCom must remain compliant with all financial maintenance covenants.⁷

Additional deposit requirement are imposed if ITC^Deltacom files for bankruptcy protection.⁸

Upon notice of default to a bank (or other loan provider's) financial maintenance covenants and ITC^DeltaCom's failure to cure such default within seven (7) business days, BellSouth may use the remedies set forth in subsection 1.11.9 (i.e. demand immediate payment of undisputed amounts and accelerated payment of future amounts).⁹

BellSouth has the right to terminate service "without regard to any other provision contained within this Agreement," if DeltaCom fails to cure a default of its deposit obligations set forth in subsection 1.11.9.2 within three (3) business days.¹⁰

In exchange for DeltaCom agreeing to these financial criteria that reduce BellSouth's risk of non-payment, BellSouth agreed to the lower maximum security deposit provision that appears in ITC^Deltacom's interconnection agreement.

The Joint Petitioners, however, are unwilling to accept any of the above-mentioned ITC^DeltaCom deposit provisions.¹¹ The Joint Petitioners' rejection of ITC^Deltacom's deposit provision plainly indicates that the Joint Petitioners consider such terms material and more stringent than the deposit terms contained in the Joint Petitioners' interconnection agreements. From BellSouth's perspective, the absence of such terms from the Joint Petitioners' interconnection agreements, coupled with a lower deposit cap, increases BellSouth's financial risk. BellSouth respectfully suggests that inserting BellSouth's concession to DeltaCom of a

⁶ ITC^DeltaCom Attachment 7, section 1.11.9.1

⁷ ITC^DeltaCom Attachment 7, section 1.11.6.3.4

⁸ ITC^DeltaCom Attachment 7, section 1.11.7

⁹ ITC^DeltaCom Attachment 7, section 1.11.8

¹⁰ ITC^DeltaCom Attachment 7, section 1.11.9.2

¹¹ FL. Tr. 1065; 1067-1068; GA Tr. at 545; Blake Rebuttal Testimony at 46-47.

lower deposit cap into the Joint Petitioners' interconnection agreements when the Joint Petitioners have refused to agree to the additional financial criteria that led BellSouth to make that concession unfairly provides the Joint Petitioners with a much greater benefit than either they or DeltaCom bargained for.

Finally, regarding Joint Petitioners' claims of discriminatory treatment, there is nothing discriminatory about differing deposit-related provisions resulting in differing deposit caps. To the contrary, BellSouth satisfied any applicable non-discrimination obligations by offering to the Joint Petitioners the *same payment and deposit terms and conditions* contained in ITC^DeltaCom's interconnection agreement.

CONCLUSION

For the reasons set forth herein, BellSouth respectfully request that the Commission reconsider its deposit cap decision and issue an order that establishes a two-months' maximum security deposit cap for the Joint Petitioners.

Respectfully submitted this 23rd day of October, 2006.



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ATTORNEYS FOR
BELLSOUTH TELECOMMUNICATIONS, INC.

ATTACHMENT A

By and Between

BellSouth Telecommunications, Inc.

And

**ITC^DeltaCom Communications, Inc.
d/b/a ITC^DeltaCom d/b/a Grapevine**

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine, hereinafter referred to as (“ITC^DeltaCom”) an Alabama corporation, and shall be deemed effective on the Effective Date, as defined herein. This agreement may refer to either BellSouth or ITC^DeltaCom or both as a “Party” or “Parties.”

W I T N E S S E T H

WHEREAS, BellSouth is an incumbent local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, ITC^DeltaCom is a competitive local exchange telecommunications company (“CLEC”) authorized to provide telecommunications services in the state of Georgia; and

WHEREAS, the Parties wish to interconnect their facilities, purchase unbundled elements and/or resale services, and exchange traffic pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (“the Act”).

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and ITC^DeltaCom agree as follows:

Definitions

Access Service Request or “ASR” means an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of interconnection.

Act means the Communications Act of 1934, 47 U.S.C. 151 et seq., as amended, including the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission/Board.

Advanced Intelligent Network or “AIN” is Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

Affiliate is an entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. For purposes of this paragraph, the term “own” or “control” means to own an equity interest (or equivalent thereof) of more than 10 percent.

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ATTACHMENT 7
BILLING AND BILLING ACCURACY CERTIFICATION

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BILLING AND BILLING ACCURACY CERTIFICATION

1. **Payment and Billing Arrangements**
 - 1.1 The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.
 - 1.2 **Billing.** Currently, BellSouth provides billing through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that ITC^DeltaCom requests. BellSouth will bill and record in accordance with this agreement those charges ITC^DeltaCom incurs as a result of ITC^DeltaCom purchasing from BellSouth Network Elements, Combinations, and Local Services, as set forth in this agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. BellSouth's bills to ITC^DeltaCom for unbundled network elements and resold services purchased by ITC^DeltaCom shall include the item (USOC), quantity and price of such purchased services. For those services where standards have not yet been developed, BellSouth's billing shall be consistent with Ordering and Billing Forum (OBF) standards.
 - 1.2.1 At either party's request, multiple billing media or additional copies of bills will be provided at a reasonable cost.
 - 1.2.2 BellSouth will render bills each month for resold lines on established bill days for each of ITC^DeltaCom's accounts.
 - 1.2 **Master Account.** The Parties have established accounts with each other.
 - 1.3 **Payment Responsibility.** Payment of all charges will be the responsibility of ITC^DeltaCom or BellSouth as applicable. ITC^DeltaCom and BellSouth shall make payment to each other for all services billed. Neither Party shall be responsible for payments not received by the other Party's customers. Neither Party shall become involved in billing disputes that may arise between the other Party and its customers. Payments made by either Party as payment on account shall be credited to an accounts receivable master account and not to an end user's account.
 - 1.4 **Tax Exemption.** Upon proof of tax exempt certification, the total amount billed shall not include any taxes due from the end user. The Retail Service provider shall be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

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- 1.5 Miscellaneous. BellSouth will bill ITC^DeltaCom in advance for all resold services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill ITC^DeltaCom and ITC^DeltaCom will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees.]
- 1.6 Late Payment. If any portion of the payment is received by the Party after the payment due date as set forth preceding, or if any portion of the payment is received by the Party in funds that are not immediately available to the Party, then a late payment charge shall be due to the Party. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. For billing from BellSouth, the late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, as appropriate. For billing from ITC^DeltaCom, the late factor shall be as set forth in the appropriate ITC^DeltaCom's tariff, but in no event, shall such late factor exceed that set forth in the applicable BST tariff. In addition to any applicable late payment charges, the Party may be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.7 Access Charges for Resold Services. Any Switched Access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to ITC^DeltaCom.
- 1.8 End User Common Line Charge for Resold Services. Pursuant to 47 CFR Section 51.617, BellSouth will bill ITC^DeltaCom end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 1.9 Discontinuing Service. The procedures for discontinuing service to ITC^DeltaCom or BellSouth are as follows:
- 1.9.1 Each party reserves the right to suspend or terminate service for nonpayment in accordance with applicable state and federal regulations.
- 1.9.2 If payment of account is not received by the bill day in the month after the original bill day, the billing Party may provide written notice via certified

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U.S. Mail to the other Party pursuant to the Notice Provision in Section 20.3 of General Terms and Conditions that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition the billing party may, at the same time, give thirty days notice to the person designated by the other party to receive notices of noncompliance, to discontinue the provision of existing services at any time thereafter.

- 1.9.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 1.9.4 If the billing party does not discontinue the provision of the services involved on the date specified in the thirty days notice and the other Party's noncompliance continues, nothing contained herein shall preclude the billing party's right to discontinue the provision of the services without further notice.
- 1.9.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, the billed party's services may be discontinued. Upon discontinuance of service on the billed party's account, service to the billed party's end users will be denied. The billing party will reestablish service at the request of the end user or the other Party upon payment of the appropriate connection fee and subject to the billing party's normal application procedures. The billed party is solely responsible for notifying the end user of the proposed service disconnection.
- 1.9.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service shall be disconnected.
- 1.11 Deposit Policy. The Parties agree that the purpose of this Deposit is to provide assurance to BellSouth that timely payments for services performed and accurately billed are made by ITC^DeltaCom to BellSouth. The Parties also agree that the remedies of this Deposit Policy shall be applied in good faith and not under circumstances caused by an administrative error. BellSouth reserves the right to secure the accounts of new and existing customers only as provided for pursuant to this section. Customer, for purposes of this Section 1.11, is defined as ITC^DeltaCom Communications, Inc. or any entity authorized to conduct business as a CLEC in the state and does not include any parents or separate affiliates. Notice, for purposes of this Deposit Policy, is defined as written notification to the Chief Financial Officer, General Counsel, and Vice President of Line Cost Accounting of ITC^DeltaCom.

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- 1.11.1 New Customers and existing Customers may satisfy the requirements of this section with a D&B credit rating of 5A1 or through the presentation of a payment guarantee executed by another existing customer of BellSouth and with terms acceptable to BellSouth where said guarantor has a credit rating equal to 5A1. Upon request, Customer shall complete the BellSouth credit profile and provide information, reasonably necessary, to BellSouth regarding creditworthiness.
- 1.11.2 With the exception of new Customers with a D&B credit rating equal to 5A1, BellSouth may secure the accounts of all new Customers as set forth in subsection 1.11.4. In addition, new Customers will be treated as such until twelve months from their first bill/invoice date, and will be treated as existing Customers thereafter.
- 1.11.3 If a Customer has filed for bankruptcy protection within twelve (12) months of the effective date of this Agreement, BellSouth may treat Customer, for purposes of establishing a security on its accounts as a new customer as set forth in subsection 1.11.7.
- 1.11.4 The security required by BellSouth shall take the form of cash, an Irrevocable Letter of Credit (BellSouth Form), Surety Bond (BellSouth Form), or, in BellSouth's sole discretion, some other form of security proposed by Customer. The amount of the security shall not exceed one months' estimated billing for services billed in advance and two months billing for services billed in arrears and if provided in cash, interest on said cash security shall accrue and be paid in accordance with the terms in the Commission approved General Subscriber BellSouth tariff for the appropriate state.
- 1.11.5 Any such security shall in no way release Customer from the obligation to make complete and timely payments of its bill.
- 1.11.6 No security deposit shall be required of an existing Customer who has a good payment history and meets two (2) liquidity benchmarks sets forth below in Sections 1.11.6.2 and 1.11.6.3. BellSouth may secure, pursuant to Section 1.11.9, the accounts of existing Customers where an existing Customer does not have a good payment history as defined in Section 1.11.1.5.1. If an existing Customer has a good payment history but fails to meet the two (2) liquidity benchmarks defined in Sections 1.11.6.2 and 1.11.6.3, BellSouth may secure the Customer's accounts, pursuant to Section 1.11.9.
- 1.11.6.1 Payment history is based upon the preceding twelve (12) month period. A good payment history shall mean that less than 10% of the non-disputed receivable balance is aged over thirty (30) days from the invoice/bill date at any given time. The existing Customer's payment history shall be

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predicated on net-thirty (30) day terms from the invoice/bill date. Only good faith disputes submitted to BellSouth pursuant to the procedures set forth in the parties' interconnection agreement, as amended, will be considered in determining the "non-disputed receivable balance". Where Customer has disputed a rate change initiated by BellSouth as a result of the Triennial Review Order and/or the appeal of that order by the U.S. District Court for the District of Columbia (referred to as "USAll"), BellSouth shall treat that dispute as a dispute in good faith pending any final determination made pursuant to the dispute resolution mechanism set forth in the parties' interconnection agreement. If an invoice/bill is delivered electronically, and such electronic invoice/bill is transmitted by BellSouth more than ten (10) business days after the invoice/bill date, the calculation of Customer's payment history as to said invoice shall be on net-thirty (30) day terms from the date the invoice/bill is transmitted for such invoice/bill.

- 1.11.6.1.2 If Customer fails to comply with the requirements of this Section 1.11.6.1, BellSouth will provide Customer with three (3) business days Notice of default of this Section 1.11.6.1. If Customer fails to either cure said default, or to demonstrate that there is no default, within the three (3) business days notice period, BellSouth may secure Customer's accounts pursuant to Section 1.11.9.
- 1.11.6.2 The existing Customer's liquidity status, based upon a review of EBITDA, is EBITDA positive for the prior four (4) quarters of reported financials excluding any nonrecurring charges or special restructuring charges. EBITDA means, for any period, the sum, determined on a Consolidated basis, of (a) net income, (b) interest expense, (c) income tax expense, (d) depreciation expense, (e) amortization expense, and (f) the aggregate of all non-case deducted in arriving at net income in clause (a) above, as long as this information is included in publicly available financial data audited annually by a domestic Certified Public Accountant, including, but not limited to, asset impairment charges and any restructuring charges.
- 1.11.6.3 The existing Customer has a current bond rating of BBB or above or Customer has no bond rating or a current bond rating between CCC and BB and meets the following criteria for the reported financials of the last Fiscal Year End, audited by a domestic Certified Public Accountant ("Last Fiscal Year End"), and for the prior four (4) quarters of reported financials on a cumulative basis.
- 1.11.6.3.1 Positive cash flow from operations minus cash dividends. Negative cash flow from operations directly due to one time charges from merger and acquisitions or other extraordinary items will not automatically act as a trigger for a deposit. Customer will disclose the nature and amount of such charges to BellSouth, and BellSouth will review such amounts and

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shall waive this condition if exclusion of such items would result in positive cash flow from operations, and Customer has adequate cash or liquidity to fund such adjustments.

- 1.11.6.3.2 Positive tangible net worth;
- 1.11.6.3.3 Debt/tangible net worth between zero and 2.5. For purposes of computing debt/tangible net worth, the redeemable preferred stock presented in the mezzanine section of the Customer's balance sheet will be included as equity; and
- 1.11.6.3.4 Customer is compliant with all financial maintenance covenants.
- 1.11.7 If Customer files for bankruptcy protection during the term of this Agreement, Customer acknowledges that BellSouth is entitled to adequate assurance of payment in the form of a deposit of one month's estimated billing for services billed in advance and two months billing for services billed in arrears or other means of security during the pendency of the bankruptcy proceeding. Upon confirmation of the reorganization plan and the emergence of Customer from bankruptcy, if BellSouth's agreements were not cured 100% and BellSouth incurred a loss on the pre-petition account of Customer of the bankruptcy, Customer shall be treated as a new customer, as "new Customer" is treated under this section, for a period of one year in regard to BellSouth's right to secure the accounts of Customer.
- 1.11.8 Upon notice of default of a bank (or other loan provider's) financial maintenance covenant and upon Customer's failure to either cure or obtain a waiver from such default within seven (7) calendar days of notice, BellSouth may utilize the remedies set forth in subsection 1.11.9 unless Customer can demonstrate to the reasonable satisfaction of BellSouth that Customer has ample liquidity to fund said debt should the debt payment obligation become accelerated.
- 1.11.9 If, at any time during the term of this Agreement, Customer fails to comply with the requirements of Section 1.11.6 or 1.11.8, BellSouth shall provide Notice to Customer of its intent to implement this subsection 1.11.9.
- 1.11.9.1 Upon receipt of notice, Customer shall pay all current amounts by due date and pay past due undisputed amounts immediately. Customer shall also immediately pay disputed amounts to the extent the amount in dispute is greater than 30% of total charges for the current month. Customer shall thereafter pay the charges for future services billed by BellSouth pursuant to an accelerated payment schedule, which shall provide for half of the charges to be paid within fifteen (15) days of invoice/bill date and the

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remainder to be paid within thirty (30) days of invoice/bill date. If an invoice/bill is delivered electronically for future services, and such electronic invoice/bill is transmitted more than ten (10) business days from invoice/bill date, the accelerated payment schedule will be adjusted for said invoice/bill and shall provide for half of the charges to be paid within fifteen (15) days of said invoice/bill transmit date and the remainder to be paid within thirty (30) days of said invoice/bill transmit date. Further, Customer shall pay all disputed amounts to the extent the amount in dispute is greater than 30% of the total charges for the current month, within the accelerated payment schedule timeframe. If paid disputed amounts are resolved in the Customer's favor, the Customer will be issued a credit for the resolved amount and BellSouth shall credit Customer's account for accrued interest at the same rate of interest that BellSouth assesses under its tariffs for late payment. Customer shall make all payments from readily available funds by wire transfer or some other equivalent electronic means. If Customer fails to comply with the requirements of this Section 1.11.9.1, BellSouth will provide Customer with three (3) business days Notice of default of this Section. If Customer fails to either cure said default, or to demonstrate that there is no default, within the three (3) business days notice period, BellSouth may secure Customer's accounts pursuant to Section 1.11.9.2.

1.11.9.2 If Customer defaults on above Section 1.11.9.1, then BellSouth may secure accounts with a one (1) months deposit of average billing services billed in advance and two (2) months billing for services billed in arrears during prior six month period. Said deposit shall be paid to BellSouth within thirty (30) days from the date of BellSouth Notice pursuant 1.11.6.1. The security required by BellSouth shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form), or, in BellSouth's sole discretion, some other form of security proposed by Customer. If the amount of security is provided in cash, interest on said cash security shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. If Customer fails to comply with the requirements of this Section 1.11.9.2, BellSouth will provide Customer with three (3) business days notice of default of this Section 1.11.9.2. If Customer fails to cure said default within the three (3) business days notice period, BellSouth shall have the right to begin immediate termination of services provided under this Agreement without regard to any other provision contained within this Agreement.

1.11.10 Once a deposit is provided to BellSouth by Customer under any criterion, if, after twelve (12) months, Customer meets the criterion specified in above Section 1.11.6, the deposit and all interest will be applied to Customer's account. If at any time subsequent to the return of a deposit, Customer evinces a poor payment history or fails to satisfy the conditions set forth in this deposit policy, BellSouth may require a security deposit.

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- 1.11.11 In the event BellSouth demands a deposit from Customer and Customer can show that BellSouth's demand is contrary to the terms and intent of this Section 1.11, Customer reserves its right to seek Commission review of BellSouth's deposit demand.
- 1.12 Neither Party will perform billing and collection services for the other as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group of the other Party.
- 2. Billing and Billing Accuracy Certification**
- 2.1 At the option of ITC^DeltaCom, BellSouth and ITC^DeltaCom shall mutually agree upon a billing quality assurance program for all billing elements covered in this Agreement that shall eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges shall be part of that program.
- 2.2 As part of the billing quality assurance program, BellSouth and ITC^DeltaCom will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis the billing party will provide the other party with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, each party shall pay all bills received from the other party in full by the payment due date.
- 2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.
- 2.3.1 Each party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process shall be established for resolving local billing discrepancies as part of the billing quality assurance program.
- 2.3.2 Closure of a specific billing period shall occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the Bill Date. The month being closed represents those charges that were billed or should have been billed by the designated Bill Date.

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3. Billing Disputes

- 3.1 Where the parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section. Provided, that nothing herein shall preclude either party from filing complaints, at any time, in accordance with the dispute resolution provisions included in the General Terms and Conditions to the Agreement.
- 3.2 Each Party agrees to notify the other Party upon the discovery of a billing dispute. Each Party shall report all billing disputes using the Billing Adjustment Request Form (BAR Form RF 1461). In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management as set forth in Exhibit A, resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin.
- 3.2.1 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management as set forth in Exhibit A for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management as set forth in Exhibit A for each of the respective Parties for resolution.
- 3.2.2 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management as set forth in Exhibit A for each of the respective Parties for resolution.
- 3.3 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

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3.4

Notwithstanding the above, there will be no adjustments or backbilling beyond twelve (12) months after the invoice has been rendered.

4

RAO Hosting

4.1

RAO Hosting, Credit Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to ITC^DeltaCom by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

4.2

ITC^DeltaCom shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

4.3

Applicable compensation amounts will be billed by BellSouth to ITC^DeltaCom on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

4.4

ITC^DeltaCom must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from ITC^DeltaCom to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia functions. BellSouth will request the assignment of an RAO code from its connecting contractor on behalf of ITC^DeltaCom and will coordinate all associated conversion activities.

4.5

BellSouth will receive messages from ITC^DeltaCom that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

4.6

BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from ITC^DeltaCom.

4.7

All data received from ITC^DeltaCom that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

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- 5.8 All data received from ITC^DeltaCom that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor.
- 5.9 BellSouth will receive messages from the CMDS network that are destined to be processed by ITC^DeltaCom and will forward them to ITC^DeltaCom on a daily basis.
- 5.10 Transmission of message data between BellSouth and ITC^DeltaCom will be via CONNECT:Direct.
- 5.11 All messages and related data exchanged between BellSouth and ITC^DeltaCom will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 5.12 ITC^DeltaCom will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 5.13 Should it become necessary for ITC^DeltaCom to send data to BellSouth more than sixty (60) days past the message date(s), ITC^DeltaCom will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and ITC^DeltaCom to notify all affected Parties.
- 5.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties shall work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or ITC^DeltaCom) identified and agreed to, the company responsible for creating the data (BellSouth or ITC^DeltaCom) shall make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon a reasonable estimate of three to twelve months of prior usage. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties. If access usage data is not processed and delivered by either Party in a timely manner such that the

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other Party is unable to bill the IXC, the responsible Party shall be liable for the amount of lost revenue. The Parties agree that the term "timely manner" as used herein shall be defined in accordance with OBF guidelines. Until such time as OBF addresses this issue, the term "timely manner" shall be reasonably determined on a case-by-case basis.

- 5.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from ITC^DeltaCom, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify ITC^DeltaCom of the error condition. ITC^DeltaCom will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, ITC^DeltaCom will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth. Both Parties agree to provide the other Party notification of any discovered errors within 7 business days of the discovery.
- 5.16 In association with message distribution service, BellSouth will provide ITC^DeltaCom with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 5.17 Other than as specified in Section 4.14 and 4.15 above, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.
- 5.18 RAO Compensation
- 5.18.1 Rates for message distribution service provided by BellSouth for ITC^DeltaCom are as set forth in Exhibit B of this Agreement.
- 5.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit B of this Agreement.
- 5.18.3 Data circuits (private line or dial-up) will be required between BellSouth and ITC^DeltaCom for the purpose of data transmission. Where a dedicated line is required, ITC^DeltaCom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ITC^DeltaCom shall be responsible for the initial costs of establishing the data circuit. Each party shall be responsible for the recurring charges for the data circuit to the mutually agreed upon meet point. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to BellSouth. Additionally,

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all message toll charges associated with the use of the dial circuit by BellSouth and ITC^DeltaCom will be borne by ITC^DeltaCom.

- 5.18.4 All equipment, including modems and software, that is required on the ITC^DeltaCom end for the purpose of data transmission will be the responsibility of ITC^DeltaCom.
- 5.19 Intercompany Settlements Messages
- 5.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by ITC^DeltaCom as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one company's operating territory and bills in another company's operating territory is included. Traffic that originates and bills within the same company's operating territory will be settled on a local basis between ITC^DeltaCom and the involved company(ies), unless that company is participating in NICS.
- 4.19.2 Both traffic that originates outside the BellSouth region by ITC^DeltaCom and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by ITC^DeltaCom, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by ITC^DeltaCom, involves a company other than ITC^DeltaCom, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 4.19.3 Revenues associated with calls originated and billed within the BellSouth region will be settled via BellCore's, its successor or assign, NICS system.
- 4.19.4 BellSouth shall receive the monthly NICS reports from BellCore, its successor or assign, on behalf of ITC^DeltaCom. BellSouth will distribute copies of these reports to ITC^DeltaCom on a monthly basis.
- 4.19.5 BellSouth shall receive the monthly Credit Card and Third Number Settlement System (CATS) reports from BellCore, its successor or assign, on behalf of ITC^DeltaCom. BellSouth will distribute copies of these reports to ITC^DeltaCom on a monthly basis.
- 4.19.6 BellSouth shall collect the revenue earned by ITC^DeltaCom from the operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of ITC^DeltaCom. BellSouth will remit the revenue billed by ITC^DeltaCom to the operating company in whose territory the messages originated, less a per message billing and collection fee of five cents

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(\$0.05), on behalf of ITC^DeltaCom. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to ITC^DeltaCom via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

- 4.19.7 BellSouth shall collect the revenue earned by ITC^DeltaCom within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of ITC^DeltaCom. BellSouth will remit the revenue billed by ITC^DeltaCom within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to ITC^DeltaCom via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and ITC^DeltaCom agree that monthly netted amounts of less than fifty dollars (\$50.00) shall not be settled.

5. Optional Daily Usage File

- 5.1 Upon written request from ITC^DeltaCom, BellSouth shall provide the Optional Daily Usage File (ODUF) service to ITC^DeltaCom pursuant to the terms and conditions set forth in this section.
- 5.2 ITC^DeltaCom shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
- 5.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to an ITC^DeltaCom customer.

Charges for delivery of the Optional Daily Usage File will appear on ITC^DeltaCom's monthly bills. The charges are as set forth in Exhibit B of this Agreement.

- 5.4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 5.5 Messages that error in the billing system of ITC^DeltaCom will be the responsibility of ITC^DeltaCom. If, however, ITC^DeltaCom should encounter significant volumes of errored messages that prevent processing by ITC^DeltaCom within its systems, BellSouth will work with ITC^DeltaCom to determine the source of the errors and the appropriate resolution.

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- 5.6 The following specifications shall apply to the Optional Daily Usage Feed.
- 5.6.1 Usage To Be Transmitted
- 5.6.1.1 The following messages recorded by BellSouth will be transmitted to ITC^DeltaCom:
- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
 - measured billable Local
 - Directory Assistance messages
 - intraLATA Toll
 - WATS & 800 Service
 - N11
 - information service provider messages
 - OPS services messages
 - OPS messages – attempted calls (UNE only)
 - Credit /cancel records
 - Usage for Voice Mail
- 5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to ITC^DeltaCom.
- 5.6.1.4 In the event that ITC^DeltaCom detects a duplicate on Optional Daily Usage File they receive from BellSouth, ITC^DeltaCom will drop the duplicate message (ITC^DeltaCom will not return the duplicate to BellSouth).

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5.6.2 Physical File Characteristics

5.6.2.1 The Optional Daily Usage File will be distributed to ITC^DeltaCom via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and ITC^DeltaCom for the purpose of data transmission. Where a dedicated line is required, ITC^DeltaCom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ITC^DeltaCom will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case-by-case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to ITC^DeltaCom. Additionally, all message toll charges associated with the use of the dial circuit by ITC^DeltaCom will be the responsibility of ITC^DeltaCom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case-by-case basis between the parties. All equipment, including modems and software, that is required on the ITC^DeltaCom end for the purpose of data transmission will be the responsibility of ITC^DeltaCom.

5.6.3 Packing Specifications

5.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

5.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to ITC^DeltaCom which BellSouth RAO that is sending the message. BellSouth and ITC^DeltaCom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by ITC^DeltaCom and resend the data as appropriate.

The data will be packed using ATIS EMI records.

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5.6.4 Pack Rejection

5.6.4.1 ITC^DeltaCom shall notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. ITC^DeltaCom will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to ITC^DeltaCom by BellSouth.

5.6.5 Control Data

ITC^DeltaCom will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate ITC^DeltaCom received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by ITC^DeltaCom for reasons stated in the above section.

5.6.6 Testing

Upon request from ITC^DeltaCom BellSouth shall send test files to ITC^DeltaCom for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that ITC^DeltaCom set up a production (LIVE) file. The live test may consist of ITC^DeltaCom's employees making test calls for the types of services ITC^DeltaCom requests on the Optional Daily Usage File. These test calls are logged by ITC^DeltaCom, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within thirty (30) calendar days from the date on which the initial test file was sent.

5.7 ACCESS DAILY USAGE FILE

5.7.1 Upon written request from ITC^DeltaCom, BellSouth will provide the Access Daily Usage File (ADUF) service to ITC^DeltaCom pursuant to the terms and conditions set forth in this section.

5.7.2 ITC^DeltaCom shall furnish all relevant information required by BellSouth for the provision of ADUF.

5.7.3 ADUF will contain access messages associated with a port that ITC^DeltaCom has purchased from BellSouth

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- 5.7.4 Charges for ADUF will appear on ITC^DeltaCom's monthly bills. The charges are as set forth in Exhibit B to this Attachment. All messages will be in the standard ATIS EMI record format.

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5.7.5

Messages that error in the billing system of ITC^DeltaCom will be the responsibility of ITC^DeltaCom. If, however, ITC^DeltaCom should encounter significant volumes of errored messages that prevent processing by ITC^DeltaCom within its systems, BellSouth will work with ITC^DeltaCom to determine the source of the errors and the appropriate resolution. In the event ITC^DeltaCom wants only certain ADUF records, ITC^DeltaCom shall submit a New Business request as set forth in Attachment 11 of this Agreement. ITC^DeltaCom shall compensate BellSouth for the costs associated with ITC^DeltaCom's request.

5.7.6

When ITC^DeltaCom purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will send access record to the ITC^DeltaCom via ADUF.

Originating from network element and carried by BellSouth (ITC^DeltaCom) is BellSouth's toll customer)

Selecting BST's LPIC is the only means by which a CLEC utilizing UNE-P may keep such a call on the BST network in order to utilize UNE-P to complete the intraLATA call. For such calls BST shall bill the CLEC, not the CLEC end user, and at the local UNE rates for unbundled network elements used to transport and terminate the call.

Terminating on network element and carried by Interexchange Carrier or BellSouth intraLATA toll:

BellSouth will send access record to ITC^DeltaCom.

5.8

ADUF Messages To Be Transmitted

5.8.1

The following messages recorded by BellSouth will be transmitted to ITC^DeltaCom:

interstate and intrastate access records associated with a port.

undetermined jurisdiction access records associated with a port.

5.8.2

BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to ITC^DeltaCom.

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- 5.8.3 In the event that ITC^DeltaCom detects a duplicate on ADUF they receive from BellSouth, ITC^DeltaCom will drop the duplicate message and will not return the duplicate to BellSouth.
- 5.8.4 ADUF Physical File Characteristics
- 5.8.4.1 ADUF will be distributed to ITC^DeltaCom via CONNECT:Direct or another mutually agreed medium. The ADUF feed will be a fixed block format (2476) with an LRECL of 2472. The data on the ADUF feed will be in a non-compacted EMI format (210 byte). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 5.8.4.1.1 Data circuits (private line or dial-up) will be required between BellSouth and ITC^DeltaCom for the purpose of data transmission as set forth in Section 4.18.3 above.
- 5.8.5 ADUF Packing Specifications
- 5.8.5.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 5.8.5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to ITC^DeltaCom which BellSouth RAO is sending the message. BellSouth and ITC^DeltaCom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by ITC^DeltaCom and resend the data as appropriate.
- The data will be packed using ATIS EMI records.
- 5.8.6 ADUF Pack Rejection
- ITC^DeltaCom will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. ITC^DeltaCom will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to ITC^DeltaCom by BellSouth.
- 5.8.7. ADUF Control Data

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ITC^DeltaCom will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate ITC^DeltaCom's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by ITC^DeltaCom for reasons stated in the above section.

5.8.8

ADUF Testing

Upon request from ITC^DeltaCom, BellSouth shall send a test file of generic data to ITC^DeltaCom via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

BellSouth Billing Collections Contact Escalation Matrix

Access Disputes Collections

BellSouth Billing & Collections Contact & Escalation Matrix						
	Carrier/Company Name	ACNA(s)	Billing Services	Billing Center	Billing Center Address	1st Level Man
ATL	ITC^DeltaCom - Interquest, Interstate FiberNet, The IT Group, SoutherNet Interexchange	DLT	<ul style="list-style-type: none">_ Switched Access_ Special Access_ Local Interconnection_ Unbundled Network Elements (Access Only- Not Resale) <p>Note: Collections; Late Payment Charges "LPC" & Tax Disputes will be handled by the Birmingham Billing Center</p>	Atlanta Billing & Collections Center	<p>Email Address: BillAccess.Disputes@BellSouth.com</p> <p>U.S. Postal Address: BellSouth Billing Office 2300 Northlake Center, 4th Floor East, Tucker, GA 30084 Contact Number - 800-823-2455 Fax Number - 770-621-0294</p>	Leonard Jones Leonard.Jones2@ 404-532-2162

BellSouth Billing Collections Contact Escalation Matrix

Access Disputes Collections

2nd Level Manager	3rd Level Manager
Julie Royer Julie.Royer@bellsouth.com 404-532-2086	Gary Patterson Operations AVP - Wholesale Operations Gary.Patterson2@bellsouth.com 205-714-7357 Fax 205-682-2730

BellSouth Billing Collections Contact

Carrier/Company Name	Billing Services	Billing Center	Billing Center Address	1st Level Manager	2nd Level Manager	3rd Level Manager
All Carriers - ACP Updates	(ACP) Area Commitment Plan Account Updates - Not Disputes	Birmingham Billing & Collections Center	<p>Email Address: Access.specialtycenter@bellsouth.com</p> <p>U.S. Postal Address: BellSouth Billing Office 1 Chase Corporate Drive, 3rd Floor Birmingham, AL 35244</p> <p>Contact Number 800-773-4967</p> <p>Fax Number 205-682-2729</p>	<p>Angela McCurry Angela.McCurry@bellsouth.com (205) 714-7360</p>	<p>Maxine Alagar Maxine.Alagar@bellsouth.com 205-714-7405</p>	<p>Gary Patterson Operations AVP - Operations Gary.patterson2@ 205-714-7357 Fax 205-682-2730</p>

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BellSouth Billing Collections Contact Escalation Matrix

BAN Consolidations

Carrier/Company Name	Billing Services	Billing Center	Billing Center Address	1st Level Manager	2nd Level Manager	3rd Level Manager
All Carriers – BAN and Bill Period Consolidations	(BAN) Billing Account Number and / or Bill Period Consolidation Requests	Birmingham Billing & Collections Center	<p>Email Address: Access.specialtycenter@bellsouth.com</p> <p>U.S. Postal Address: BellSouth Billing Office 1 Chase Corporate Drive, 3Rd Floor Birmingham, Al. 35244</p> <p>Contact Number (800) 773-4967</p> <p>Fax Number 205 682-2729</p>	<p>Ann Mason Ann.Mason@bellsouth.com (205) 714-7361</p>	<p>Maxine Alagar Maxine.Alagar@bellsouth.com 205-714-7405</p>	<p>Gary Patterson Operations AVP - v Operations Gary.patterson2@i 205-714-7357 Fax 205-682-2730</p>

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BellSouth Billing Collections Contact Escalation Matrix

Billing Factor Updates

Carrier/Company Name	Billing Services	Billing Center	Billing Center Address	1st Level Manager	2nd Level Manager	3rd Level Manager
All Billing Factor Updates "Percent Interstate Usage" "PIU" Factor "Type" updates.	All PIU Factor "Type" Updates should be sent to the Atlanta Billing & Collections Center.	Atlanta Billing & Collections Center	Email Address: piu.reports@bellsouth.com U.S. Postal Address: BellSouth Billing Office 2300 Northlake Center, 4th Floor East, Tucker, GA 30084 Contact Number: 800-823-2455 Fax Number: 770-621-0294	Leonard Jones Leonard.Jones2@bellsouth.com 404-532-2162	Julie Royer Julie.Royer@bellsouth.com 404-532-2086	Gary Patterson Operations AVP - Whole Operations Gary.patterson2@bellsco 205-714-7357 Fax 205-682-2730

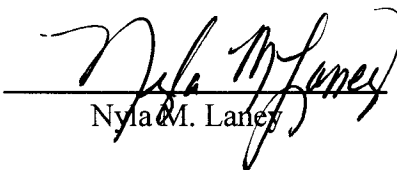
ATL

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